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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

FORMOSA TELEVISION CO., LTD, a Taiwanese corporation; GOLDIA ONE VISION COMPANY LIMITED, a Canadian limited liability company,  Plaintiff,  vs.  VIETFACE MEDIA GROUP, INC., a California corporation; VIETFACE TV HOUSTON CORPORATION; a Texas corporation; VIETV NETWORK, LLC a Texas limited liability company; and DOES 1-10, Inclusive Defendants	Case No.: 2:15-cv-8575 CAS (SSx)  STIPULATED PROTECTIVE ORDER
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1 1. INTRODUCTION

2 1.1 PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,  
4 proprietary, or private information for which special protection from public  
5 disclosure and from use for any purpose other than prosecuting this litigation may  
6 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
7 enter the following Stipulated Protective Order. The parties acknowledge that this  
8 Order does not confer blanket protections on all disclosures or responses to  
9 discovery and that the protection it affords from public disclosure and use extends  
10 only to the limited information or items that are entitled to confidential treatment  
11 under the applicable legal principles. The parties further acknowledge, as set forth  
12 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
13 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
14 procedures that must be followed and the standards that will be applied when a  
15 party seeks permission from the court to file material under seal.  
16

17 1.2 GOOD CAUSE STATEMENT

18 This action is likely to involve trade secrets, customer and pricing lists and  
19 other valuable research, development, commercial, financial, technical and/or  
20 proprietary information for which special protection from public disclosure and  
21 from use for any purpose other than prosecution of this action is warranted. Such  
22 confidential and proprietary materials and information consist of, among other  
23 things, confidential business or financial information, information regarding  
24 confidential business practices, or other confidential research, development, or  
25 commercial information (including information implicating privacy rights of third  
26 parties), information otherwise generally unavailable to the public, or which may  
27 be privileged or otherwise protected from disclosure under state or federal statutes,  
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1 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
 2 information, to facilitate the prompt resolution of disputes over confidentiality of  
 3 discovery materials, to adequately protect information the parties are entitled to  
 4 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
 5 of such material in preparation for and in the conduct of trial, to address their  
 6 handling at the end of the litigation, and serve the ends of justice, a protective order  
 7 for such information is justified in this matter. It is the intent of the parties that  
 8 information will not be designated as confidential for tactical reasons and that  
 9 nothing be so designated without a good faith belief that it has been maintained in  
 10 a confidential, non-public manner, and there is good cause why it should not be  
 11 part of the public record of this case.  
 12

## 13 2. DEFINITIONS

14 2.1 Action: this pending federal law suit.

15 2.2 Challenging Party: a Party or Non-Party that challenges the  
 16 designation of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information  
 18 (regardless of how it is generated, stored or maintained) or tangible things that  
 19 qualify for protection under Federal Rule of Civil Procedure 26(c), and as  
 20 specified above in the Good Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as  
 22 well as their support staff).

23 2.5 Designating Party: a Party or Non-Party that designates  
 24 information or items that it produces in disclosures or in responses to  
 25 discovery as “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information,  
 27 regardless of the medium or manner in which it is generated, stored, or  
 28

1 maintained (including, among other things, testimony, transcripts, and tangible  
2 things), that are produced or generated in disclosures or responses to discovery  
3 in this matter.

4 2.7 Expert: a person with specialized knowledge or experience in a  
5 matter pertinent to the litigation who has been retained by a Party or its  
6 counsel to serve as an expert witness or as a consultant in this Action.

7 2.8 House Counsel: attorneys who are employees of a party to this  
8 Action. House Counsel does not include Outside Counsel of Record or any  
9 other outside counsel.

10 2.9 Non-Party: any natural person, partnership, corporation,  
11 association, or other legal entity not named as a Party to this action.

12 2.10 Outside Counsel of Record: attorneys who are not employees of  
13 a party to this Action but are retained to represent or advise a party to this  
14 Action and have appeared in this Action on behalf of that party or are affiliated  
15 with a law firm which has appeared on behalf of that party, and includes  
16 support staff.

17 2.11 Party: any party to this Action, including all of its officers,  
18 directors, employees, consultants, retained experts, and Outside Counsel of  
19 Record (and their support staffs).

20 2.12 Producing Party: a Party or Non-Party that produces Disclosure  
21 or Discovery Material in this Action.

22 2.13 Professional Vendors: persons or entities that provide litigation  
23 support services (e.g., photocopying, videotaping, translating, preparing  
24 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
25 form or medium) and their employees and subcontractors.

26 2.14 Protected Material: any Disclosure or Discovery Material that is  
27  
28

1 designated as “CONFIDENTIAL.”

2 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
3 Material from a Producing Party.  
4

5 3. SCOPE

6 The protections conferred by this Stipulation and Order cover not only  
7 Protected Material (as defined above), but also (1) any information copied or  
8 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
9 compilations of Protected Material; and (3) any testimony, conversations, or  
10 presentations by Parties or their Counsel that might reveal Protected Material.  
11

12 Any use of Protected Material at trial shall be governed by the orders of the  
13 trial judge. This Order does not govern the use of Protected Material at trial.  
14

15 4. DURATION

16 Even after final disposition of this litigation, the confidentiality obligations  
17 imposed by this Order shall remain in effect until a Designating Party agrees  
18 otherwise in writing or a court order otherwise directs. Final disposition shall be  
19 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
20 with or without prejudice; and (2) final judgment herein after the completion and  
21 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
22 including the time limits for filing any motions or applications for extension of  
23 time pursuant to applicable law.  
24

25 5. DESIGNATING PROTECTED MATERIAL

26 5.1 Exercise of Restraint and Care in Designating Material for  
27 Protection. Each Party or Non-Party that designates information or items for  
28

1 protection under this Order must take care to limit any such designation to  
2 specific material that qualifies under the appropriate standards. The  
3 Designating Party must designate for protection only those parts of material,  
4 documents, items, or oral or written communications that qualify so that other  
5 portions of the material, documents, items, or communications for which  
6 protection is not warranted are not swept unjustifiably within the ambit of this  
7 Order.  
8

9 Mass, indiscriminate, or routinized designations are prohibited. Designations  
10 that are shown to be clearly unjustified or that have been made for an improper  
11 purpose (e.g., to unnecessarily encumber the case development process or to  
12 impose unnecessary expenses and burdens on other parties) may expose the  
13 Designating Party to sanctions.

14 If it comes to a Designating Party's attention that information or items that it  
15 designated for protection do not qualify for protection, that Designating Party must  
16 promptly notify all other Parties that it is withdrawing the inapplicable designation.

17 5.2 Manner and Timing of Designations. Except as otherwise  
18 provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or  
19 as otherwise stipulated or ordered, Disclosure or Discovery Material that  
20 qualifies for protection under this Order must be clearly so designated before  
21 the material is disclosed or produced.

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic  
24 documents, but excluding transcripts of depositions or other pretrial or trial  
25 proceedings), that the Producing Party affix at a minimum, the legend  
26 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
27 contains protected material. If only a portion or portions of the material on a page  
28

1 qualifies for protection, the Producing Party also must clearly identify the  
2 protected portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated  
5 which documents it would like copied and produced. During the inspection and  
6 before the designation, all of the material made available for inspection shall be  
7 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
8 documents it wants copied and produced, the Producing Party must determine  
9 which documents, or portions thereof, qualify for protection under this Order.  
10 Then, before producing the specified documents, the Producing Party must affix  
11 the "CONFIDENTIAL legend" to each page that contains Protected Material. If  
12 only a portion or portions of the material on a page qualifies for protection, the  
13 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
14 appropriate markings in the margins).  
15

16 (b) for testimony given in depositions that the Designating Party identify the  
17 Disclosure or Discovery Material on the record, before the close of the deposition  
18 all protected testimony.

19 (c) for information produced in some form other than documentary and for  
20 any other tangible items, that the Producing Party affix in a prominent place on the  
21 exterior of the container or containers in which the information is stored the legend  
22 "CONFIDENTIAL." If only a portion or portions of the information warrants  
23 protection, the Producing Party, to the extent practicable, shall identify the  
24 protected portion(s).  
25

26 5.3 Inadvertent Failures to Designate. If timely corrected, an  
27 inadvertent failure to designate qualified information or items does not,  
28 standing alone, waive the Designating Party's right to secure protection under

1 this Order for such material. Upon timely correction of a designation, the  
 2 Receiving Party must make reasonable efforts to assure that the material is  
 3 treated in accordance with the provisions of this Order.  
 4

## 5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
 7 designation of confidentiality at any time that is consistent with the Court's  
 8 Scheduling Order.  
 9

10 6.2 Meet and Confer. The Challenging Party shall initiate the  
 11 dispute resolution process (and, if necessary, file a discovery motion) under  
 12 Local Rule 37.1 et seq.

13 6.3 The burden of persuasion in any such challenge proceeding  
 14 shall be on the Designating Party. Frivolous challenges, and those made for an  
 15 improper purpose (e.g., to harass or impose unnecessary expenses and burdens  
 16 on other parties) may expose the Challenging Party to sanctions. Unless the  
 17 Designating Party has waived or withdrawn the confidentiality designation, all  
 18 parties shall continue to afford the material in question the level of protection  
 19 to which it is entitled under the Producing Party's designation until the Court  
 20 rules on the challenge.  
 21

## 22 7. ACCESS TO AND USE OF PROTECTED MATERIAL

23 7.1 Basic Principles. A Receiving Party may use Protected Material  
 24 that is disclosed or produced by another Party or by a Non-Party in connection  
 25 with this Action only for prosecuting, defending, or attempting to settle this  
 26 Action. Such Protected Material may be disclosed only to the categories of  
 27 persons and under the conditions described in this Order. When the Action has  
 28



1        been terminated, a Receiving Party must comply with the provisions of section  
2        13 below (FINAL DISPOSITION).

3        Protected Material must be stored and maintained by a Receiving Party at a  
4        location and in a secure manner that ensures that access is limited to the persons  
5        authorized under this Order.

6                    7.2        Disclosure of “CONFIDENTIAL” Information or Items.

7        Unless otherwise ordered by the court or permitted in writing by the  
8        Designating Party, a Receiving Party may disclose any information or item  
9        designated “CONFIDENTIAL” only to:

10                    (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
11        well as employees of said Outside Counsel of Record to whom it is reasonably  
12        necessary to disclose the information for this Action;

13                    (b) the officers, directors, and employees (including House Counsel)  
14        of the Receiving Party to whom disclosure is reasonably necessary for this Action;

15                    (c) Experts (as defined in this Order) of the Receiving Party to whom  
16        disclosure is reasonably necessary for this Action and who have signed the  
17        “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18                    (d) the Court and its personnel;

19                    (e) court reporters and their staff;

20                    (f) professional jury or trial consultants, mock jurors, and Professional  
21        Vendors to whom disclosure is reasonably necessary for this Action and who have  
22        signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23                    (g) the author or recipient of a document containing the information or  
24        a custodian or other person who otherwise possessed or knew the information;

25                    (h) during their depositions, witnesses ,and attorneys for witnesses, in  
26        the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
27         
28

1 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
 2 they will not be permitted to keep any confidential information unless they sign the  
 3 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
 4 agreed by the Designating Party or ordered by the court. Pages of transcribed  
 5 deposition testimony or exhibits to depositions that reveal Protected Material may  
 6 be separately bound by the court reporter and may not be disclosed to anyone  
 7 except as permitted under this Stipulated Protective Order; and

8 (i) any mediator or settlement officer, and their supporting personnel,  
 9 mutually agreed upon by any of the parties engaged in settlement discussions  
 10

11  
 12 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
 13 IN OTHER LITIGATION

14 If a Party is served with a subpoena or a court order issued in other litigation  
 15 that compels disclosure of any information or items designated in this Action as  
 16 “CONFIDENTIAL,” that Party must:

17 (a) promptly notify in writing the Designating Party. Such notification  
 18 shall include a copy of the subpoena or court order;

19 (b) promptly notify in writing the party who caused the subpoena or  
 20 order to issue in the other litigation that some or all of the material covered by the  
 21 subpoena or order is subject to this Protective Order. Such notification shall  
 22 include a copy of this Stipulated Protective Order; and

23 (c) cooperate with respect to all reasonable procedures sought to be  
 24 pursued by the Designating Party whose Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party served  
 26 with the subpoena or court order shall not produce any information designated in  
 27 this action as “CONFIDENTIAL” before a determination by the court from which  
 28

the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within

1 14 days of receiving the notice and accompanying information, the Receiving  
 2 Party may produce the Non-Party's confidential information responsive to the  
 3 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
 4 Party shall not produce any information in its possession or control that is subject  
 5 to the confidentiality agreement with the Non-Party before a determination by the  
 6 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
 7 expense of seeking protection in this court of its Protected Material.  
 8

9  
 10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

11 If a Receiving Party learns that, by inadvertence or otherwise, it has  
 12 disclosed Protected Material to any person or in any circumstance not authorized  
 13 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
 14 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
 15 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
 16 the person or persons to whom unauthorized disclosures were made of all the terms  
 17 of this Order, and (d) request such person or persons to execute the  
 18 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
 19 A.  
 20

21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
 22 PROTECTED MATERIAL

23 When a Producing Party gives notice to Receiving Parties that certain  
 24 inadvertently produced material is subject to a claim of privilege or other  
 25 protection, the obligations of the Receiving Parties are those set forth in Federal  
 26 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
 27 whatever procedure may be established in an e-discovery order that provides for  
 28

1 production without prior privilege review. Pursuant to Federal Rule of Evidence  
2 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
3 of a communication or information covered by the attorney-client privilege or  
4 work product protection, the parties may incorporate their agreement in the  
5 stipulated protective order submitted to the court.  
6

## 7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
9 person to seek its modification by the Court in the future.  
10

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
12 Protective Order no Party waives any right it otherwise would have to object to  
13 disclosing or producing any information or item on any ground not addressed in  
14 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
15 any ground to use in evidence of any of the material covered by this Protective  
16 Order.

17 12.3 Filing Protected Material. A Party that seeks to file under seal any  
18 Protected Material must comply with Civil Local Rule 79-5. If a party seeks to file  
19 any Protected Material that was designated by the other party (i.e., if Defendant  
20 seeks to file Protected Material that was designated by the Plaintiff), then five (5)  
21 court days before making such filing, the filing party shall notify the Designating  
22 Party that it intends to file Protected Material with the Court and designate which  
23 Protected Material it intends to file. The Designating Party shall then have five  
24 (5) court days to prepare and send to the filing party the written application and  
25 proposed order for sealing required by Local Rule 79-5. If the Designating Party  
26 does not provide the written application and proposed order within five (5) court  
27 days or if the Designating Party notifies the Receiving Party that the Protected  
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1 Material is no longer confidential, then the filing party may file without seeking a  
2 protective order. Protected Material may only be filed under seal pursuant to a  
3 court order authorizing the sealing of the specific Protected Material at issue. If a  
4 Party's request to file Protected Material under seal is denied by the court, then the  
5 Receiving Party may file the information in the public record unless otherwise  
6 instructed by the court.  
7

8  
9 **13. FINAL DISPOSITION**

10 After the final disposition of this Action, as defined in paragraph 4, within  
11 60 days of a written request by the Designating Party, each Receiving Party must  
12 return all Protected Material to the Producing Party or destroy such material. As  
13 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
14 compilations, summaries, and any other format reproducing or capturing any of the  
15 Protected Material. Whether the Protected Material is returned or destroyed, the  
16 Receiving Party must submit a written certification to the Producing Party (and, if  
17 not the same person or entity, to the Designating Party) by the 60 day deadline that  
18 (1) identifies (by category, where appropriate) all the Protected Material that was  
19 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
20 copies, abstracts, compilations, summaries or any other format reproducing or  
21 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
22 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
23 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
24 and trial exhibits, expert reports, attorney work product, and consultant and expert  
25 work product, even if such materials contain Protected Material. Any such archival  
26 copies that contain or constitute Protected Material remain subject to this  
27 Protective Order as set forth in Section 4 (DURATION).  
28

1  
2 14. Any violation of this Order may be punished by any and all appropriate  
3 measures including, without limitation, contempt proceedings and/or monetary  
4 sanctions.  
5

6  
7  
8  
9 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
10

11 DATED: 9/12/16  
12  
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15 \_\_\_\_\_/S/

16 HON. Suzanne H. Segal  
17 United States Magistrate Judge  
18  
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EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that  
 was issued by the United States District Court for the Central District of California  
 on [date] in the case of FORMOSA TELEVISION CO., LTD, et al. v. VIETFACE  
 MEDIA GROUP, INC., et al. Case No. 2:15-cv-8575 CAS (SSx). I agree to  
 comply with and to be bound by all the terms of this Stipulated Protective Order  
 and I understand and acknowledge that failure to so comply could expose me to  
 sanctions and punishment in the nature of contempt. I solemnly promise that I will  
 not disclose in any manner any information or item that is subject to this Stipulated  
 Protective Order to any person or entity except in strict compliance with the  
 provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
 Court for the Central District of California for the purpose of enforcing the terms  
 of this Stipulated Protective Order, even if such enforcement proceedings occur  
 after termination of this action. I hereby appoint \_\_\_\_\_  
 [print or type full name] of \_\_\_\_\_ [print  
 or type full address and telephone number] as my California agent for service of  
 process in connection with this action or any proceedings related to enforcement of  
 this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_